

MEMORANDUM OF UNDERSTANDING

PARTIES:

The Parties to this Memorandum of Understanding (“MOU” or “Agreement”) are Lenape Entertainment, LLC, (hereinafter “Lenape”), a tribally-chartered company under the laws of the Delaware Nation and wholly owned by the Delaware Nation, a federally-recognized Indian Tribe; the Town of Hinton, Oklahoma, (hereinafter “Hinton”); and the Hinton Public Works Authority (“HPWA”).

RECITALS:

1. The Delaware Nation is a federally-recognized Indian tribe and a sovereign nation. It owns 20 acres of trust property located within the boundaries of the Town of Hinton. Such property is held in trust by the United States of America for the Delaware Nation and is within “Indian Country” as defined by federal law and, as such, is not within the jurisdiction of the State of Oklahoma. The Delaware Nation also owns 89 acres of adjoining land that is not held in trust by the United States of America for the Delaware Nation.

2. The Delaware Nation, through its governing body, the Executive Committee, has delegated the use of the 20-acre trust property and the adjoining 89 acres owned by the Delaware Nation to its entertainment company, Lenape, for the purposes of economic development by Resolution 2011-151.

3. The governing body of the Town of Hinton is the Town Board of Trustees. Fire protection for the citizens of the Town of Hinton is provided by the Hinton Volunteer Fire Department (“HVFD”). Police protection is provided by the Hinton Police Department (“HPD”). Water and sewer services are provided to the citizens of the Town of Hinton by the Hinton Public Works Authority (“HPWA”), a public trust formed under the laws of the State of Oklahoma for the benefit of the Town of Hinton.

4. Lenape, Hinton, and HPWA have enjoyed a mutually beneficial working relationship since the parties’ initial Memorandum of Understanding dated July 25, 2012. The parties wish to continue working together toward their mutual goals and to memorialize their ongoing cooperation and understanding through this new Agreement.

5. Lenape requires water, sewer, fire protection, and police services to support *Casino Oklahoma*, its gaming facility which is in operation on the 20-acre parcel of trust property. The gaming floor within the gaming facility spans approximately 21,000 square feet. The gaming facility operates seven (7) days per week.

6. Approximately 350 people patronize *Casino Oklahoma* each day. That number is much less than anticipated per the 2010 feasibility study commissioned by the Delaware Nation. Though market share growth is hopeful, it is uncertain if the actual number of patrons will ever meet or exceed the feasibility study given the current state of the economy and the exponential growth of Indian gaming in Oklahoma.

7. Regardless, the Delaware Nation is confident the Town of Hinton will continue to derive substantial economic benefit from the operation of the gaming facility, including but not limited to the local tax revenue received from employees working at the facility. At the present time, *Casino Oklahoma* employs approximately 95 people. If operations at *Casino Oklahoma* increase in the future, the number of employees is also likely to increase.

AGREEMENT:

8. Authority. The Parties have the authority to enter into this MOU and agree that no permission of any other entity is needed in order to execute this MOU, nor is this MOU in contravention of any law or other enforceable agreement of any kind.

9. Recitals. The Recitals set out above are integral and essential to the Parties' agreement. The Recitals are hereby incorporated and fully made a part of the Agreement.

10. Fire Protection. Hinton will continue to extend fire protection to *Casino Oklahoma* by way of the HVFD in the same manner and at the same rate as local commercial properties in and near the Town receiving such services. Lenape expressly recognizes that HVFD is volunteer only and HVFD makes no promises or guarantees of services. HVFD will provide emergency protection services to the Lenape gaming facility in accordance with HVFD's policies and procedures and as allowed by law.

11. Police Protection. Lenape provides its own private security on *Casino Oklahoma* premises but acknowledges that the HPD may be required by state and federal law to investigate crimes committed by non-Indians on trust property and to handle any calls on non-trust property. Upon request by Lenape, and to the extent possible under the circumstances, HPD will provide emergency protection and support services to *Casino Oklahoma* in accordance with HPD's policies and procedures and as allowed by law. Lenape and Hinton will cooperate to evaluate the need for cross-deputization or other intergovernmental agreements among law enforcement personnel.

12. Ambulance Service. Ambulance and emergency medical services within Hinton and the nearby areas are provided by the Sugar Creek Ambulance Service ("SCAS"), an entity not associated with the Town of Hinton. At the time of this Agreement, Hinton supports SCAS by providing headquarters in Hinton's fire station and via payment of a monthly stipend to SCAS. Hinton intends to continue providing the same or similar support so that an emergency medical services are readily available to the citizens of Hinton and surrounding areas, including *Casino Oklahoma*. Lenape recognizes, however, that Hinton does not own or control SCAS and cannot guarantee that such service will continue indefinitely or will continue at a certain level.

13. Water and Sewer Service. HPWA currently provide water and sewer utility services to *Casino Oklahoma* at the same rate and under the same conditions as the same services are provided to others similarly situated. Lenape agrees to pay for such services in accordance with HPWA's policies and procedures and the Ordinances of the Town of Hinton. Lenape acknowledges that, should Lenape fail to remit payment on or before the date payment is due, HPWA will be entitled to terminate said services in the same manner as any other Hinton customer. HPWA agrees that, as long as Lenape pays all amounts due in connection with water and sewer utility services and the Parties are working together in good faith, HPWA will continue to provide water and sewer utility services to *Casino Oklahoma*, even after the expiration or non-renewal of this Agreement.

14. Facility Licensing and Inspection. Lenape agrees to provide Town/HPWA with a copy of the Facility License each year that ensures that all health and safety inspections have been met as required by federal and tribal law in order to operate the gaming establishment. Lenape agrees to assist HPWA with regard to any reasonable request concerning any sewage/plumbing concerns and will provide its own inspection at its own cost pursuant to its gaming ordinance and applicable federal law.

15. Consideration to the Town. In recognition of the support, both tangible and intangible, provided to Lenape by the Town and HPWA, Lenape will pay \$40,000.00 to be deposited in the Town of Hinton's General Fund upon the execution of this Agreement. Thereafter, Lenape will make payments of \$40,000.00 on or before June 30 of each year, beginning June 30, 2019, and the final payment on or before June 30, 2023.

16. Infrastructure Expansion and Improvement. The Parties acknowledge there exists a need for expansion and improvement of the Town/HPWA's infrastructure, including sewage lagoon capacity. The sewage lagoon which serves the area in which the land owned by Delaware Nation is located is at or near

full capacity as of the date of this Agreement. Lenape agrees to cooperate in providing any information necessary to Hinton in the Town's development of an infrastructure improvement plan. Lenape will assist the Town by providing in any information the Town needs to support grant application(s) relating to the sewage lagoons or other infrastructure which may benefit Lenape and/or Casino Oklahoma.

17. No Waiver of Sovereign Immunity. The parties agree to mediate any dispute relating to this Agreement. No provision of this Agreement shall be construed as a waiver of Lenape's sovereign immunity from unconsented suit.

18. Complete Agreement. This document shall be binding on the Parties and supersedes any other discussions or agreements relating to the subjects addressed herein.

19. Third Party Beneficiaries; Reliance. No third party is entitled to claim any benefit by way of or in relation to the agreements or statements made in this document.

20. Modification. Any modification to this Agreement shall be in writing, signed by an authorized representative of each of the Parties.

21. Expiration. This agreement shall be in full force and effect until June 30, 2023. The Parties agree to negotiate in good faith to renew said agreement prior to its expiration.

Dated: November 15 2018.

Lenape Entertainment, LLC

Sonnie Allen

Sonnie Allen, Chair
P.O. Box 825
Anadarko, OK 73005

Town of Hinton

Shelly Newton
Shelly Newton, Mayor

[SEAL]

Attest:

Beverly Ball
Beverly Ball, Town Clerk

Hinton Public Works Authority

Shelly Newton
Shelly Newton, Chair

[SEAL]

Attest:

Beverly Ball
Beverly Ball, Town Clerk